

Lion Safety

Terms and Conditions of Sale

1. Introduction

The Seller supplies Products to Buyers who are located in England and Wales, Northern Ireland, the Republic of Ireland and Scotland. Where the Products are supplied to Buyers in England, Wales, Northern Ireland or the Republic of Ireland these Conditions shall be interpreted under the laws of England and the English Courts will have exclusive jurisdiction. Where the Products are supplied to Buyers in Scotland these Conditions shall be interpreted under the laws of Scotland and the Scottish Courts shall have exclusive jurisdiction.

2. Definitions and interpretation

- 2.1 In these Conditions, the following definitions apply:
- 2.1.1 "Business Day" means a day (other than a Saturday, Sunday, or public holiday) when banks in London are open for business.
 - 2.1.2 "Buyer" means the firm or company who buys or agrees to buy Products from the Seller whether directly or indirectly through an agent who is acting for or instructed by or whose actions are ratified by such firm or company.
 - 2.1.3 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing and signed on behalf of the Seller by a person duly authorised by the Seller in accordance with condition 3.5.
 - 2.1.4 "Contract" means the contract between the Seller and the Buyer for the sale and purchase of the Products made in accordance with and incorporating these Conditions.
 - 2.1.5 "Delivery Location" has the meaning given to it in condition 5.2.
 - 2.1.6 "Force Majeure Event" has the meaning given to it in condition 13.1.
 - 2.1.7 "Products" means the articles or things (or any part of them) set out in the Purchase Order.
 - 2.1.8 "Purchase Order" means the Buyer's order for the Products, be that order set out in the Seller's specified order form, in an email, a fax or placed over the telephone.
 - 2.1.9 "Seller" means Lion Safety a partnership having its principal place of business at 14 Inchyra Road, Grangemouth FK3 9XB.
 - 2.1.10 "Seller's Premises" means the premises at 14 Inchyra Road, Grangemouth FK3 9XB.
 - 2.1.11 "Value Added Tax" means any value added, turnover, sales or corresponding tax.
 - 2.1.12 "VAT" means Value Added Tax chargeable under Scots or English law (as applicable) for the time being and any similar additional tax.
- 2.2 References to a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 2.3 References to any statute or statutory provision include, unless the context otherwise requires, a reference to the statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time.
- 2.4 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.5 References to "writing" or "written" includes faxes and e-mails.

3. Basis of Contract

- 3.1 These Conditions shall apply to the Contract to the exclusion of all other terms and conditions including, without limitation, any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document, or which are implied by trade, custom, practice, or course of dealing.
- 3.2 The Contract constitutes the entire agreement between the parties with respect to its subject matter. The Buyer acknowledges that it has not relied on any advice, understanding, statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract.
- 3.3 The Purchase Order constitutes an offer by the Buyer to purchase the Products pursuant to these Conditions.
- 3.4 Acceptance of delivery of the Products shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
- 3.5 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by a person duly authorised by the Seller.
- 3.6 The Purchase Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Purchase Order, at which point the Contract shall come into existence. Any delivery period shall run from the date of such acceptance.
- 3.7 Quotations issued by the Seller are not offers capable of acceptance so as to make a binding contract. A quotation shall only be valid for a period of 20 Business Days from its date of issue.
- 3.8 No servant or agent of the Seller has any authority to make any representation or give any warranty relating to the Products unless expressed in writing and signed by a person duly authorised by the Seller.
- 3.9 The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 3.10 The Buyer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Seller.
- 3.11 The Buyer is responsible for ensuring that the terms of the Purchase Order and any applicable specification are complete and accurate. The Buyer acknowledges and confirms that the Products are required for the purposes of the business carried on by it.

4. The Price and Payment

- 4.1 The price payable for the Products shall be the price quoted by the Seller to the Buyer in writing or the list price current at the date of the Purchase Order.
- 4.2 In the case of the Buyer's first purchase of Products from the Seller, the Buyer shall pay the price for the Products ordered by credit card or by providing a cheque immediately upon placement of that first order of Products. In respect of every subsequent purchase of Products by the Buyer made other than via the Seller's website at www.lionsafety.co.uk, the Seller shall issue an invoice to the Buyer for the price of the Products ordered. Each invoice shall be paid by the Buyer by the end of the month which immediately follows the month in which the Seller's invoice is issued.
- 4.3 Unless otherwise stated in writing the price of the Products is exclusive of the costs and charges of packaging, insurance and transport of the Products, which shall be invoiced to the Buyer.
- 4.4 All the prices quoted by the Seller are exclusive of Value Added Tax and any other tax applicable at the time of sale. The Buyer shall, on receipt of a valid VAT invoice from the Seller, pay to the Seller such additional amounts in respect of VAT as are chargeable on the supply of the Products.
- 4.5 Interest on overdue invoices shall accrue from the date payment becomes due from day to day until the date of actual payment at a rate of 4% above the Bank of England base rate from time

to time in force. The Buyer shall pay the interest together with the overdue amount. The parties agree that this shall be a substantial remedy.

- 4.6 The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

5. Delivery of the Products and Passing of Risk

- 5.1 The Seller shall ensure that each delivery of the Products is accompanied by a delivery note which shows the date of the Purchase Order, all relevant Buyer and Seller reference numbers and the type and quantity of the Products (including the code number of the Products, where applicable).
- 5.2 The Seller shall deliver the Products to the location set out in the Purchase Order or such other location as the parties may agree in writing at any time after the Seller notifies the Buyer that the Products are ready for delivery (the "Delivery Location").
- 5.3 The Buyer shall be solely responsible for the unloading or discharging of Products delivered pursuant to the Contract and delivery shall be deemed to be effected and the risk (but not the property) in the Products shall pass to the Buyer as follows:-
- 5.3.1 in all cases where the Products are delivered by the Seller or on behalf of the Seller by road, rail or sea, on the Products' arrival at the Delivery Location;
- 5.3.2 where the Products are to be collected by the Buyer or by anyone on its behalf from the Seller's Premises, on the completion of loading of the Products at the Delivery Location:
- 5.4 All times or dates given for delivery of the Products are approximate only and without any responsibility on the part of the Seller. Time of delivery shall not be of the essence.
- 5.5 The Seller shall have the right to make delivery by instalments, which shall be invoiced and paid for separately unless otherwise agreed in writing between the parties, and any express provision as to instalments in these Conditions shall be in addition to and not in derogation of this right. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in one or more of the instalment shall not entitle the Buyer to cancel any other instalment.
- 5.6 In all transactions once delivery has been effected as stated above the Buyer is deemed to have accepted the Products and is deemed to be satisfied with both the quantity and the quality subject to condition 9 (Passing of Title and Retention of Title) below.
- 5.7 Where Products have been repackaged by the Buyer upon receipt of the Products, the Buyer is deemed to have accepted the Products and the Seller cannot be held responsible for the condition of the Products after repackaging has taken place.

6. Failure of Buyer to take Delivery of the Products and Failure of Seller to Deliver the Products

- 6.1 If the Buyer fails to take delivery of the Products within 3 Business Days of the Seller notifying the Buyer that the Products are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Seller's failure to comply with its obligations under the Contract:
- 6.1.1 delivery of the Products shall be deemed to have been completed at 9.00 am on the 4th Business Day after the day on which the Seller notified the Buyer that the Products were ready; and
- 6.1.2 the Seller shall store the Products until delivery takes place, and charge the Buyer for all related costs and expenses (including insurance), provided that the Buyer shall be immediately informed thereof.
- 6.2 If 10 Business Days after the day on which the Seller notified the Buyer that the Products were ready for delivery the Buyer has not taken delivery of them, the Seller may resell or otherwise

dispose of part or all of the Products and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Products or charge the Buyer for any shortfall below the price of the Products.

- 6.3 The Seller shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

7. Suitability of Storage Facilities

In the case of Products conveyed by road, rail or sea transport the Seller reserves the right at any time without notice to refuse to make delivery of any quantity of the Products if, in the reasonable opinion of the Seller, the Buyer's storage facilities or other installation (or other equipment of the Buyer required to be used in connection therewith) into which such quantity of the Products would be transferred from the road, rail or sea transport on delivery is unsuitable on the grounds of inaccessibility to road, rail or sea transport or of danger to persons or property or of any existing or apprehended contravention of any statute, regulation, bye-law or other rule having the force of law. Where, however, delivery is made by the Seller of any quantity of the Products conveyed by road, rail or sea transport such delivery shall not in any way be deemed an admission on the part of the Seller as to the suitability of the Buyer's storage facilities or other installation as aforesaid.

8. Returns

Products supplied in accordance with the Contract cannot be returned without the Seller's prior written authorisation. Duly authorised returns shall be sent to the Seller's Premises at the Buyer's expense unless otherwise agreed in writing between the parties.

9. Passing of Title and Retention of Title

- 9.1 The following provisions apply to Products supplied to a Buyer located in England, Wales, Northern Ireland or the Republic of Ireland:

9.1.1 Title to the Products shall not pass to the Buyer until the Seller has received payment in full (in cash or cleared funds) for:

- (i) the Products; and
- (ii) any other goods that the Seller has supplied, or agreed to supply, to the Buyer in respect of which payment has become due.

9.1.2 Until title to the Products has passed to the Buyer, the Buyer shall:

- (i) hold the Products on a fiduciary basis as the Seller's bailee;
- (ii) store the Products separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;
- (iii) not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
- (iv) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (v) notify the Seller immediately if it becomes subject to any of the events listed in condition 10.2; and
- (vi) give the Seller such information relating to the Products as the Seller may require from time to time,

but the Buyer may resell or use the Products in the ordinary course of its business.

- 9.1.3 If before title to the Products passes to the Buyer the Buyer becomes subject to any of the events listed in condition 10.2, or the Seller reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided that the Products have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Seller may have, the Seller may at any

time require the Buyer to deliver up the Products and, if the Buyer fails to do so promptly, the Seller may enter any premises of the Buyer or of any third party where the Products are stored in order to recover them.

- 9.2 The following provisions apply to Products supplied to a Buyer located in Scotland:
- 9.2.1 Products sold shall remain the property of the Seller until all sums due by the Buyer to the Seller have been paid.
- 9.2.2 Until the transfer of title in terms of condition 9.2.1 the Buyer shall store the Products in a manner which distinguishes them from other goods of the Buyer and which indicates that they are in fact owned by the Seller.
- 9.2.3 Notwithstanding conditions 9.2.1 and 9.2.2 the Buyer shall be entitled to resell Products in which property has not passed in its ordinary course of business. On such a sale property in the Products sold shall pass to the Buyer and its purchaser.
- 9.2.4 If the Buyer:
- (i) fails to pay any part of the price by the due date; or
 - (ii) the Buyer becomes subject to any of the events listed in condition 10.2, the Seller shall have the right to repossess the Products.
- 9.2.5 The Buyer shall assist the Seller to repossess the Products under condition 9.2.4, and, in particular, to procure the admission of duly authorised representatives of the Seller to the premises in which the Products are situated.

10. Default or Insolvency of Buyer

- 10.1 If the Buyer shall become subject to any of the events in condition 10.2, or if the Seller reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer accordingly, then, without limiting any other right or remedy available to the Seller, all outstanding sums in respect of the Products delivered to the Buyer shall immediately become due, and the Seller may without any liability to the Buyer:
- 10.1.1 terminate the Contract with immediate effect;
- 10.1.2 suspend or cancel deliveries of any Products due to the Buyer; and/or
- 10.1.3 appropriate any payment made by the Buyer to such of the Products (or goods supplied under any other contract with the Buyer) as the Seller may in its sole discretion think fit.
- 10.2 For the purposes of condition 10.1 the relevant events are:
- 10.2.1 the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (or section 214 of the Irish Companies Act 1963 or Article 103 of the Insolvency (Northern Ireland) Order 1989, as applicable), or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or Article 242 of the Insolvency (Northern Ireland) Order 1989 or is insolvent within the meaning of the Irish Personal Insolvency Act 2012 (as applicable) or has become apparently insolvent within the meaning of section 7 of the Bankruptcy (Scotland) Act 1985 (as applicable), or (being a partnership) has any partner to whom any of the foregoing apply;
- 10.2.2 the Buyer enters into any composition or arrangement with its creditors;
- 10.2.3 if being a company, any action is taken to appoint a receiver, administrator, administrative receiver, examiner, trustee, or similar officer of the Buyer or of the other property or assets of the Buyer or any such receiver, administrative receiver, administrator, examiner, trustee or similar officer is appointed;
- 10.2.4 the Buyer shall pass a resolution for winding up or have a petition for winding up presented against it;

- 10.2.5 if not being a company shall have a bankruptcy order made;
 - 10.2.6 a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - 10.2.7 any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 10.2.1 to 10.2.10 (inclusive);
 - 10.2.8 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
 - 10.2.9 the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - 10.2.10 (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 10.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued at termination.
- 10.4 Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

11. Warranties

- 11.1 The Seller warrants that the Products will, at the time of delivery, be free from material defects. However, this warranty does not apply in the circumstances described in condition 11.2.
- 11.2 The warranty in condition 11.1 does not apply to any defect in the Products arising from:
- 11.2.1 fair wear and tear;
 - 11.2.2 wilful damage, abnormal storage or working conditions, accident, negligence by the Buyer or by any third party;
 - 11.2.3 if the Buyer fails to use the Products in accordance with their description and the Buyer fails to comply with any recommendation by the Seller as to storage and handling of the Products;
 - 11.2.4 any alteration or repair by or on behalf of the Buyer;
 - 11.2.5 if the Buyer fails to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Products; or
 - 11.2.6 any specification provided by the Buyer.
- 11.3 The Products are sold in accordance with the description provided by the Seller. The Seller is not responsible for any Products which are used contrary to their description. Images of the Products appearing in any sales brochure or website are illustrative only and the Seller does not guarantee that the Products supplied will be a true colour match nor that any image of the Products will reflect the or portray the full design or options relating to the Products.
- 11.4 In the case of Products not manufactured by the Seller, the Seller will pass on to the Buyer to the extent that it is able any benefits obtainable under any warranty given by the Seller's supplier provided that the Products have been accepted and paid for.
- 11.5 In order to exercise its rights under condition 11.4 the Buyer shall inform the Seller within 14 days of the date when such defect appeared or ought reasonably to have been discoverable and shall at the Seller's written request return the defective Products to the Seller's Premises. The return of defective Products shall be at the Seller's expense unless the Seller determines that the returned Products are not defective.
- 11.6 These Conditions shall apply to any replacement Products supplied by the Seller.

- 11.7 Where the Products are for delivery by instalments any defect in any instalment shall not be a ground for cancellation of the remainder of the instalments and the Buyer shall be bound to accept delivery thereof.
- 11.8 Where Products have been repackaged by the Buyer following delivery of the Products, the Buyer is deemed to have accepted the Products and the Seller cannot be held responsible for the condition of the Products after repackaging has taken place.
- 11.9 Except as expressly stated in these Conditions, the Seller does not give any representation, warranties or undertakings in relation to the Products including relating to fitness for purpose or condition of Products. Any representation, condition or warranty which might be implied or incorporated into the Contract by statute, common law or otherwise is excluded to the fullest extent permitted by law.

12. Liability

- 12.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:
- 12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 12.1.2 fraud or fraudulent misrepresentation; or
 - 12.1.3 breach of the terms implied by section 12 of the Sale of Products Act 1979 or the terms implied by section 12 of the Irish Sale of Products Act 1893 (as applicable).
- 12.2 Subject to condition 12.1, the Seller will under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 12.2.1 any loss of profits, sales, business, or revenue;
 - 12.2.2 loss or corruption of data, information or software;
 - 12.2.3 loss of business opportunity;
 - 12.2.4 loss of anticipated savings;
 - 12.2.5 loss of goodwill; or
 - 12.2.6 any indirect or consequential loss.
- 12.3 Subject to condition 12.1 and condition 12.2, the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products.
- 12.4 In the case of Products which are to be delivered by the Seller or on behalf of the Seller no liability for non-delivery, loss of or damage to the Products occurring prior to delivery or for any claim that the Products are not in accordance with this Contract will attach to the Seller unless claims to that effect are notified in writing by the Buyer to the Seller (and in the case of claims for non-delivery, loss or damage with a copy to the carrier if the Seller's own vehicles have not been used to deliver the Products):-
- 12.4.1 within 7 days of delivery for loss or damage or non-compliance with these Conditions; or
 - 12.4.2 within 20 days of the date of the Seller's invoice for non-delivery.
- 12.5 If the Buyer fails to give notice in accordance with condition 12.4 above the Products shall be deemed to be in all respects in accordance with these Conditions and without prejudice to earlier acceptance by the Buyer it shall be bound to accept and pay for the same accordingly.
- 12.6 Nothing herein shall impose any liability upon the Seller in respect of any defect in the Products arising out of the acts, omissions, negligence or default of the Buyer, its servants or agents including in particular but without prejudice to the generality of the foregoing:
- 12.6.1 any failure by the Buyer to comply with any recommendations of the Seller as to its storage and handling of the Products; or

- 12.6.2 the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Products; or
- 12.6.3 where the Products have been repackaged by the Buyer for resale or any other purpose.

13. Force Majeure

- 13.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
- 13.2 If a Force Majeure Event takes place that affects the performance of the Seller's obligations under the Contract:
 - 13.2.1 the Seller will contact the Buyer as soon as reasonably possible to notify the Buyer of the Force Majeure Event; and
 - 13.2.2 the Seller's obligations under the Contract will be suspended and the time for performance of the Seller's obligations will be extended for the duration of the Force Majeure Event. Where the Force Majeure Event affects the Seller's delivery of Products to the Buyer, the Seller will arrange a new delivery date with the Buyer after the Force Majeure Event is over.

14. General

- 14.1 If any provision of these Conditions is declared to be void or unenforceable by any judicial or administrative authority in any jurisdiction in which these Conditions are effective, such provision will be deemed to be severable and the parties shall each use their reasonable endeavours in good faith to modify these Conditions so that the intent of these Conditions can be legally carried out.
- 14.2 The parties do not intend any provision of these Conditions to be enforceable by any person who is not a party to the Contract. A person who is not party to the Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of these Conditions. This condition does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 14.3 Failure, delay or neglect by either party to enforce at any time any provision of these Conditions shall not be construed nor shall be deemed to be a waiver of that party's rights hereunder nor in any way affect the validity of the whole or any part of these Conditions nor prejudice the party's rights to take subsequent action.
- 14.4 Any notice, consent or confirmation required to be given by either party to the other under these Conditions shall be given by hand or sent by first class recorded delivery post or facsimile transmission or email to the other party at the address or facsimile number or email address as may from time to time be notified in writing to the party giving such notice or other communication by the party to whom such notice or other communication is given.
- 14.5 Notices shall be deemed given, in the case of notice given by hand, when given, in the case of notice given by recorded delivery post, two (2) Business Days after the date of posting and in the case of notice given by facsimile, at the time when the facsimile machine acknowledges receipt thereof and in the case of an email at the time the email is sent.